

Forest City CSD

Forest City EA

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FOREST CITY CSD/EA

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PUBLIC EMPLOYMENT
RELATIONS BOARD

COMPREHENSIVE MASTER AGREEMENT

BETWEEN

**FOREST CITY COMMUNITY SCHOOL DISTRICT
BOARD OF DIRECTORS**

AND

FOREST CITY EDUCATION ASSOCIATION

2006-2007

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ARTICLE 1 DEFINITIONS

A. Board, Employer, or School District

As used in this Agreement, the terms "Board", "Employer", or "School District" shall mean the Board of Directors of the Forest City Community School District, or its authorized representatives.

B. Employee

As used in this Agreement, the term "employee" shall mean all professional employees represented by the Association including employees who perform the duties of regular full-time or part-time teacher, guidance counselor, librarian, Title I teacher, student service coordinator, study skills teacher, alternative high school teacher, media coordinator, or technology director.

The term "employee" does not include temporary or substitute employees.

C. Superintendent

As used in this Agreement, the term "Superintendent" shall mean the Superintendent, or his/her designee.

D. Association

As used in this Agreement, the term "Association" shall mean the Forest City Education Association, or its authorized representatives or agents.

E. Per Diem

As used in this Agreement, the term "per diem" shall mean the daily wage of all professional employees determined by dividing the individual professional employee's annual placement on the salary schedule by 190 days.

ARTICLE 2

GRIEVANCE PROCEDURE

A. Definitions

A "grievance" shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement not expressly excepted from the grievance procedure.

The term "days" excludes Saturdays, Sundays and Holidays, and days recognized as vacation days under Article 4.

B. General Provisions

1. Every employee or third party on their behalf shall have the right to present grievances in accordance with these procedures.
2. The failure of a grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement of the parties involved.
3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the work activities of the grieving employee.
4. In matters dealing with alleged violations in those areas over which a supervisor has no authority to grant the appropriate relief, and in all cases in which the decision being grieved is a decision which was made by the Superintendent, the grievance shall be initiated at the Third Step. The time limits for filing a grievance at the Third Step shall be the same as the time limits for filing at the Second Step.
5. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

C. Procedure

1. First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between the complainant and his or her principal/director.

2. Second Step

If the grievance cannot be resolved informally within fifteen (15) days from the date of the occurrence of the act or omission giving rise to the grievance, the grievant shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the principal/directors. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement that have been violated, and shall state the remedy requested.

The principal/director shall make a decision on the grievance and communicate it, in writing, to the grievant and the Superintendent within five (5) days after receipt of the grievance.

3. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file, within ten (10) days of the principal's/director's written decision at the second step, a copy of the grievance with the Superintendent.

Within five (5) days after such written grievance is filed, the grievant and the Superintendent shall meet to resolve the grievance.

The Superintendent shall file an answer within five (5) days of the third step grievance meeting and communicate it in writing to the grievant and the principal/director.

4. Fourth Step

If their grievance is not resolved satisfactorily at the third step, the grievance may be submitted to arbitration. The Association, on behalf of the grievant, may submit, in writing, a request to the Superintendent within thirty (30) days from the receipt of the third step answer to enter into such arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten (10) days after said notice is given. If the parties fail to mutually select an arbitrator within ten (10) days after said notice is given, the Association shall request a list of arbitrators from the Public Employment Relations Board (PERB). This request by the Association must be mailed within fifteen (15) days after notice of arbitration is given. The parties shall determine by lot who shall be required to strike the first name, and the striking process shall take place within ten (10) days of the date on which the list of arbitrators was mailed by PERB.

Within sixty (60) days following the date on which the Association submitted its notice of arbitration, the parties and the arbitrator shall select a date for the arbitration hearing.

The decision of the arbitrator shall be rendered within thirty (30) days following the close of the hearing and will be final and binding on the parties. Expenses of the arbitrator's service shall be borne equally by the School District and the grievance.

ARTICLE 3 HOURS OF WORK

A. Regular Work Day

The regular work day shall be eight (8) hours. The eight hour time period shall not begin before 7:30 a.m. All teachers must be in their classrooms or at their duty assignment by 8:00 a.m. Building principals will determine starting times for their faculty meetings. Employees shall not be required to attend meetings with starting times before 7:30 a.m. or after 3:45 p.m.

The time schedule for inservice days will be established by the administration and staff shall be notified of the time schedule in advance of the inservice day.

B. Exceptions

On Fridays, days before vacations or holidays, teachers may leave after all buses have left the individual attendance centers. On days where school is dismissed for inclement weather, teachers may leave once their building principals have been given assurances that buses will be able to complete their routes.

C. Duty-Free Lunch

Teachers will not be required to perform duties during their lunch period. Teachers' lunch period will be the same length as scheduled for students in their building.

D. Weather and Snow Closing

In case of severe weather the staff should listen to radio station KLOW or KIMT/TV for cancellation of school or adjustments to the start or release time. In the event of school running late, the staff will report at the adjusted time, e.g. if school starts one hour late, staff will report one hour late.

ARTICLE 4

WORK YEAR, HOLIDAYS AND VACATIONS

A. Work Year

The work year for employees shall consist of the following: the required days would be those mandated by statute or Iowa Code but would not include learning days funded through Phase III moneys.

180 teaching workdays
7 non-teaching workdays
2 parent-teacher-student days following the commencement of the school year
1 paid holiday

One day of service shall be equal to 1/190th of an employee's salary.

B. Holidays

In addition to the days set out in Section A, employees shall be entitled to the following holidays:

Fourth of July
Labor Day
Thanksgiving
Christmas Day
New Years Day
Friday Before Easter
Memorial Day

No employee shall be required to perform duties on any of these holidays.

C. Vacations

The following periods will be vacation periods for all employees:

1. September 4, 2006
2. November 23 through November 24, 2006
3. December 24, 2006 through January 2, 2007
4. March 12 through March 16, 2007 Spring Break

D. Early Dismissals

Employees will be dismissed at 2:00 p.m. on the last contract day before the following holidays: Labor Day, Thanksgiving, Christmas, and Memorial Day.

ARTICLE 5 LEAVES OF ABSENCE

A. Personal Illness and Family Illness/Emergency Leave

1. Staff members will be allowed sick leave for temporary disabilities as follows:

1st year of employment	10 days
2nd year of employment	11 days
3rd year of employment	12 days
4th year of employment	13 days
5th year of employment	14 days
6th & subsequent years	15 days

Over and above 1 through 6 at board discretion up to 20 days.

Beyond the fifth year of employment fifteen days are granted cumulative to one hundred ten (110) days. The above amounts apply only to consecutive years of employment in the same school district.

2. Sick leave benefits are restricted to accumulated sick leave days earned by the individual staff member. Should the personal illness occur after or extend beyond the accumulated sick leave allowance the employee will be allowed a leave of absence without pay for the time period the employee is disabled.
3. For the individual employee who has a pregnancy condition the individual employee may take up to eight (8) consecutive calendar weeks of Personal illness Leave with pay (restricted to accumulated sick leave days earned by the individual staff member). Any number of days used during the first eight (8) weeks not covered by accumulated sick leave may be covered by Family & Medical Leave without pay. Beyond the original eight (8) weeks the same employee may take up to an additional four (4) weeks of Family and Medical Leave without pay. The total combination of days taken must be consecutive days. The weeks listed above will commence at birth.
4. The employee shall notify the superintendent or his designee as soon as the necessity for taking sick leave becomes known to the employee. The employee may continue to work as long as he/she is physically able.
5. The employee, while taking sick leave under these provisions, shall keep the superintendent, or his designee, informed of the duration of the disability and the expected date of return to duty. When deemed necessary the Board of Education may require a staff member to submit a statement from an attending physician as to the temporary disability. The employee should return to work as soon as a physician determines the individual is capable of performing the work.
6. The employee who is unable to work because of personal illness or temporary disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or temporary disability through the end of the school year. Insurance coverage shall be continued at the negotiated rate until the insurance policy anniversary date for employees who have exhausted all sick leave and have been placed on leave without pay.
7. Days may be deducted from accumulated sick leave for the employee to attend to the illness of a child or spouse. When leave days are required due to the critical illness and/or bereavement of the death of a relative, sick leave days may be utilized. Also, when the presence of a staff member is necessary to attend the funeral of a friend or act in the capacity of pall bearer, days missed may be used under this policy.

B. Extended Illness Leave

1. Employees who are advised of a health condition which may require absence for more than five (5) days (e.g.: scheduled corrective surgery, required therapy) shall inform their immediate supervisor as soon as practical so that arrangements may be made for effective transition of responsibilities to a qualified substitute. A statement from the physician giving approval for the employee to continue work and recommending the date on which the employee should go on leave may be required.
2. Employees on extended sick leave should report for work as soon as the individual is capable of performing duties following surgery, or other such causes for the leave. Should there be medical reasons supported by evidence from the attending physician, the leave will be extended. Pay provisions will be coordinated with sick leave benefits. At any time the District may require additional statements be provided by the employee from the physician.
3. Upon returning to work, the employee must present medical evidence that he/she is physically capable of returning to work.

C. Personal Leave

1. Two days of personal leave per school year will be granted for professional staff members. Notification will be submitted to the superintendent through the building principal. The administration may limit the number of employees leaving on the same day to the number of available substitutes.
2. The cost of the substitute for the first and second day taken will be borne by the school district.
3. Approval of Personal Leave requests is based on the assumption that personal business is of a nature that can't be done outside the school day. Though a reason is not required on the form, we trust that certified personal follow this guideline.
4. In the event of suspected misuse of the policy the leave review committee will review the situation and refer it to the principal and/or superintendent who will meet with the employee to inform them of the allegations of misuse. The employee will have the opportunity to explain their position on the allegations. The administrator will then make a final determination as to if misuse actually occurred. If so, the staff member will be docked one day's pay.

D. Jury Duty Leave

In the absence of extraordinary circumstances personnel in the school system may be excused for jury duty. In order that no employee shall suffer financial loss because of such absence, the difference between their normal salary and the compensation received for jury duty shall be paid.

E. Professional Leave

Requests for professional leave are to be submitted to the superintendent through the building principals. If possible, requests should be made 30 days in advance of the workshop, in service session, or professional visit. All requests will be submitted for board approval unless the days requested precede a board meeting, in which case the superintendent will approve or deny the request.

For teachers, professional leave should be such that it will complement professional growth.

F. FMLA Leave

Employees will be provided FMLA leave in accordance with Board Policy 404.2.

G. Adoption Leave

An employee may be granted a paid leave of absence, not to exceed a total of thirty (30) consecutive calendar days, starting the first day that custody is granted. Such paid leave days shall be charged to the employee's accrued sick leave. If both husband and wife are employees, each shall have the opportunity to use this provision.

H. Extended Leaves of Absence

The Board may grant an employee an extended leave of absence without pay providing the following stipulations are adhered to:

1. Written requests for leaves, stating reasons and duration, are to be submitted to the Board.
2. Only one trimester, two trimesters, one full school year or two full school years leave requests will be considered (with the exception of No.9 stated below).
3. Two-year leaves of absence will be considered only for teachers planning to teach abroad. In the event an employee's situation changes and he/she plans to return following one-year absence, written notice of this intent must be received by the Board on or before March 1 prior to the contract year.
4. To qualify for a first leave of absence, an employee must have five or more years of experience in the Forest City Schools before consideration will be given.
5. One leave of absence will be granted during each ten year period of employment. A leave of absence does not constitute a portion of the succeeding ten year period of consecutive employment. The second leave of absence may not be taken until ten consecutive years of employment have elapsed since the first leave of absence.
6. Full year, two year, and first trimester applications must be submitted on or before the deadline for returning contracts for the ensuing school year (April 15 or 21 days following issuance). Leave requests for second trimester only must be submitted on or before the Regular October Board Meeting.
7. Final approval will not be granted until a suitable, temporary replacement is contracted.
8. Upon return from an extended leave of absence, the Board agrees to re-employ the employee in the same position or, if that position has been abolished, a position assigned by the Board. Salary schedule placement will not be interrupted.
9. In cases involving illness, the above guidelines may be waived by the Board.
10. Notification date for a teacher granted a one year leave of absence is March 15, as to whether or not they will be returning.

I. Unpaid Leaves of Absence - General

1. Absence without pay may be authorized by the superintendent and principal for purposes considered urgent, necessary, or unique. For such absences, deductions from the employee's salary will be made in accordance with the school district's pay deduction regulations.
2. An involuntary absence where prior notice was not possible may be excused by the superintendent. The employee shall make application as soon as possible to request approval for such absence.
3. Other absences than those herein provided for, or failure to follow the foregoing regulations, may be deemed to be neglect of duty and may be sufficient grounds for dismissal.

J. Unpaid Leaves of Absence - Travel

The superintendent may approve an absence of one to five days for an unusual opportunity for vacation travel if the following criteria are met:

1. Must have completed a minimum of five (5) years of teaching experience in the Forest City Schools.
2. Requests will be allowed for up to a maximum of five days per five year period. The number of days utilized may range from one to five for any one request; however, regardless of the number of days requested, no more than two requests per five year period may be approved.
3. Part-time employees may apply for "like" days if all other criteria have been met (i.e. up to five one-half days by a staff member currently teaching one-half time).
4. No other type of leave may be utilized in conjunction with or to extend an approved Absence Without Pay leave.
5. Requests will be submitted to the superintendent through the building principal.
6. Violation will be handled according to Paragraph Three, Board Policy 404.9.

K. Sick Leave BANK

1. Individual bargaining unit members may contribute up to three (3) sick leave days per year to other employees who are eligible as provided in paragraph 3. The total of all sick leave donations shall not exceed sixty (60) days per year. On or before September 10, the Association will notify the Superintendent of the names of individuals who contribute sick leave and the amount of sick leave which they will contribute. If the number of days offered for donation exceeds sixty (60) days, then priority in donation shall be given to employees who have accumulated less than seventy (70) days of sick leave as of July 1 of the contract year in which a sick leave donation is requested.
2. There will be on carryover of donated sick leave days from year to year. Donated sick leave days will not be returned to the donor.
3. Donated sick leave days will be available only to those employees who: (1) have accumulated less than seventy days of sick leave as of July 1 of the contract year in which a sick leave donation is requested, (2) have donated at least one (1) day of sick leave to the sick leave bank, (3) have used all of their paid leave days (sick leave days and personal leave days), (4) have not yet met the elimination period for long term disability insurance, and (5) suffer from a serious health condition as defined in the Family and Medical Leave act, 29 Code of Federal Regulations '825.114. Donated sick leave days will not be available to an employee on a day-to-day basis, that is, donated sick leave days will not be available for brief absences such as one or two days.
4. Requests for the use of donated sick leave days will be submitted to a representative of the Board and a representative of the Association on a form provided by the District. The decision of whether to provide donated sick leave benefits to an employee and the number of donated sick leave days to allocate to the employee shall be made by mutual agreement of the representative of the Board and the representative of the Association. Up to twenty (20) donated sick leave days per year will be allocated to each eligible participant. If an employee's absence which is eligible for sick leave bank usage exceeds twenty (20) days and if there are days remaining in the sick leave bank at the end of the school year, then any days remaining in the sick leave bank at the end of the school year will be allocated to employees on a pro-rata basis.

ARTICLE 6

WAGES AND SUPPLEMENTAL PAY

A. Initial Placement on the Salary Schedule

Up to four years of previous experience may be granted to new employees if said experience is within the last ten years. If the welfare of the school or the qualifications and experience of the applicant justifies placement on the salary schedule above the vertical experience step for which qualified, appropriate placement may be authorized by Board action.

B. Horizontal Advancement on the Salary Schedule

To advance horizontally on the salary schedule beyond the B.A. level, additional hours must be at the graduate level. Credit at the B.A. level may be in any graduate program. Credit will be granted at the M.A. level only for work done in the major teaching field; except, a teacher may be advanced by submitting a report (oral or written) to a committee consisting of two Board members, their building administrator, the superintendent and two association members on the value of the completed course work as it relates to their teaching assignment. The committee will make a recommendation to the entire Board which will then determine whether or not to grant the horizontal advancement.

Advancement on the schedule can be made only once per year at the beginning of the fall trimester. Employees who wish to advance from one (1) educational lane to another shall file suitable evidence of additional credit with the Superintendent no later than September 10th.

C. Salary Schedule and Requirement for Negotiated Salary Increases

The salaries of full-time employees are set forth in the salary schedule attached to this Agreement as Appendix A. The salaries of part-time employees shall be at a ratio proportionate to their part-time service.

In order to obtain the negotiated salary increase for the contract year, an employee must sign and return his/her continuing contract by at least the twenty-first day following the delivery date or the date that proof that delivery was attempted.

D. Extended Contracts

Employees who perform work beyond the one hundred ninety (190) days of the regular work year shall be compensated according to the per diem rate for their salary schedule base salary.

E. Method of Payment

1. Employees shall be paid once each month on the twenty-fifth (25th) day of the month. When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their pay on the last previous working day.
2. At the employee's choice, employees shall receive their paycheck at their regular building or by direct deposit.
3. Other than paychecks for summer school teachers, summer paychecks shall be mailed to the address designated by the employee, or shall be automatically deposited, on or before the pay period day specified in Section D(1).

F. Supplemental Pay

Supplemental pay generator base: \$22,192

Employees who are assigned extracurricular duties shall be compensated as provided in the Supplemental Salary Schedule.

G. Activity Tickets

1. All employees will be assigned to work at three (3) activities (such as selling tickets, taking tickets, keeping stats, etc.) and shall receive in exchange an activity pass for their immediate family (employee, spouse or guest and the employee's school-age children).
2. Employees will be given the opportunity to sign-up for the events (duties) of their choice, and this sign-up will be taken into account when assignments are made.
3. The duty roster will include all school sponsored activities.
4. Any duties above and beyond the three required will be on a voluntary basis only.

ARTICLE 7 INSURANCE

A. Eligibility

Employees who work at least one-half time (20 hours per week or more) shall be eligible to participate in the insurance programs set forth in this Article.

B. Health Insurance

The Board shall pay the following for group health insurance for eligible employees:

1. For employees who elect single coverage, the Board will pay the full premium.
2. For full-time employees who elect family coverage, the Board will pay four hundred twenty six dollars and eighty cents (\$426.80) per month.
3. For employees who married to one another and are both in the bargaining unit, the Board shall pay either the cost of single coverage for each employee or will pay amount equal to the cost of single coverage for two employees toward family coverage.

C. Dental Insurance

The Board shall pay the full premium for single coverage for group dental insurance for eligible employees.

D. Long-Term Disability Insurance

Eligible employees who wish to do so may participate in a group long-term disability insurance program. The full cost of the premium shall be paid by the employee.

E. Section 125 Plan

The Board will make available to employees an I.R.C. Section 125 plan for the pre-tax payment of specified insurance costs.

ARTICLE 8

EVALUATION PROCEDURES

A. Orientation

Within two (2) weeks after the beginning of the school year or within two (2) weeks after an employee begins employment with the school district, the building principal shall acquaint each employee under such principal's supervision with the Iowa Teaching Standards and criteria, the district-adopted descriptors, the procedures and instruments used and advise each employee as to the designated supervisor (s) who will observe and evaluate the employee's performance. No formal evaluation shall take place until such orientation has been completed.

B. Scope of Evaluations

Formal evaluation procedures shall include classroom teaching and supplemental duties that the employee is assigned to contractually. Formal evaluations shall follow the procedures, criteria and instruments as outlined in the "Forest City Teacher Quality Manual".

C. Frequency

The performance of all employees in their first and second year shall be formally observed at least twice a year in different trimesters. Beyond their second year of service, as part of the performance review process employees will be formally observed a minimum of once every three years. Each formal observation shall be a minimum of 30 minutes in length. All formal observations of an employee shall be conducted with the full knowledge of the employee.

D. Criteria

Criteria upon which an employee will be evaluated and the evaluation instrument that incorporates the criteria is set forth in the "Forest City Teacher Quality Manual".

E. Process

During each school year involving a formal observation, the evaluator and employee shall mutually agree upon dates for a pre-observation conference, formal observation, and post-observation conference. The pre-observation conference must be at least two days prior to the formal observation. The post-observation conference must be no later than five (5) school days following the formal observation, unless the employee or the administrator is not available because of unforeseeable circumstances.

F. Response

The principal and the employee shall retain a copy of the formal observation report with signatures affixed to indicate completion of the process. An employee who disagrees with the report may put his/her objections in writing and have them attached to the report to be placed in his/her personal file. An employee who wishes to respond must file a response within ten (10) working days after the post-observation conference.

G. Post-Observation Conferences

The evaluator's written observation comments shall be reviewed at the post-observation conference. As part of the post-observation conference, the evaluator shall identify the standards and criteria in which the teacher has demonstrated competence (1) during formal and informal observations, (2) in written materials developed by the teacher, and (3) in pre- and post-observation conferences.

Also, as part of the post-observation conference, the evaluator and employee will discuss any additional artifacts and information that are needed to document the rest of the Iowa Teaching Standards. The teacher and evaluator shall continue to meet as needed to review additional documentation and continue to identify the teacher's status in documenting the eight Iowa Teaching Standards.

By March 15th, if the evaluator determines that all 8 standards have not yet been documented, then the evaluator shall inform the teacher and identify what information is needed in order to indicate the teacher meets all eight standards. If another observation is needed, it shall be held within ten (10) school days. If only a conference is needed, it shall be held within ten (10) school days.

H. Performance Review

By May 15th, the evaluator shall complete the Performance Review for those teachers beyond their second year of service, and arrange a mutually agreed upon date with the teacher to discuss the review. The evaluator shall provide the teacher with a copy of the completed Performance Review at least one day prior to the meeting. Each standard's criteria will not be rated but will be used as a reference point for overall performance on each standard.

By May 15th, for those teachers in their second year of teaching, the evaluator shall complete the Comprehensive Evaluation, and arrange a mutually agreed upon date with the teacher to discuss the evaluation.

I. Individual Career Development Plan

During each school year involving an individual career development plan, the career teacher shall submit an individual or group career development plan by September 30th. The evaluator shall meet with the teacher to review the plan, jointly modify the plan as needed, and approve the plan within 10 days of its submission. Modification of the plan can be made at any time by mutual agreement. The annual review of the Individual career development plan shall occur at the mutually agreed upon date prior to May 15th. Nothing in this section precluded the District from initiating additional goals to the ICDP as needed. The evaluator shall meet with the teacher in a timely manner to discuss any additional goals.

J. Remediation

If an employee does not meet the District's expectations through the evaluation process, they will be placed in the Intensive Assistance Plan according to the "Forest City Human Resources Development Program". Remediation is limited to formal evaluations.

K. Grieveability

All teacher evaluations shall be fair, just and accurate. Any non-probationary teacher who has been evaluated has the right to grieve any evaluation as unfair, unjust or inaccurate through the grievance procedure set forth in this agreement. In an arbitration proceeding, the administration and school district have the burden of proof, by a preponderance of the evidence, to prove the fairness and accuracy of all evaluations.

L. Informal Evaluation

Nothing in this article shall be construed to limit the right of the District to informally evaluate employees with regard to job-related responsibilities. If an informal evaluation is placed in an employee's personnel file, the employee will be given a copy of the informal evaluation and have the right to respond as provided in Section F.

ARTICLE 9

PROCEDURES FOR STAFF REDUCTION

A. Coverage

All employees are covered, including employees on extended leave of absence.

B. Classification

For purposes of staff reduction, employees shall be classified as follows:

1.	K-5	Classroom Teachers
2.	6-8	Subject Matter Teachers
3.	9-12	Subject Matter Teachers
4.	Art	(K-12)
5.	Instrumental Music	(K-12)
6.	Vocal Music	(K-12)
7.	Physical Education	(K-12)
8.	CHIP	(K-12)
9.	Chapter I	(K-5), (6-8), (9-12)
10.	Guidance	(K-5), (6-8), (9-12)
11.	Special Education	By Certification
12.	Student service coordinator	(K-12)
13.	Study skills teacher	(K-12)
14.	Alternative H.S. teacher	(9-12)
15.	Media Services	(K-12)
16.	Technology director	(K-12)

Employees shall be classified based upon their assignment during the school year in which staff reduction procedures are commenced. An employee with an assignment in more than one of the categories listed above in this section shall be classified in the category in which he/she has the greatest number of periods of assignment. If the number of periods of an employee's assignment are equal, then the employee shall be classified in the category in which he/she has the greatest length of service.

C. Layoff Procedures

When the Board determines that employees should be laid off, the following procedure will determine the order in which employees shall be laid off:

1. The Board shall first attempt to make all staff reductions through attrition. Attrition shall only be deemed to have occurred where the Board has received resignations in the classification in which reduction is sought prior to the issuance by the Superintendent of Notice of Intent to Terminate Contract.
2. Unless the employees are needed to maintain an existing program, employees with emergency and/or temporary certification will be laid off first.
3. Unless the employees are needed to maintain an existing program, probationary employees will be laid off next. If there is more than one probationary employee in the affected job classification, then probationary employees will be laid off based upon seniority.
4. If the staff reduction cannot be fully accomplished following the layoff of employees as provided in (C) (1) through (3), then the employee(s) in the job classification with the least seniority shall be laid off.

5. An employee who has initially been identified for layoff as provided in (C) (4) shall have the right to displace the least senior employee in another job classification, provided the initially-identified employee has previously taught in that classification in the School District or has successfully completed (Grade of C or better) six graduate hours of credit in the subject matter of that classification within the last five (5) years.

D. Recall Procedures

Any employee who is laid off or who resigns upon request for reasons of staff reduction will be recalled if there is a vacancy in his or her curricular and subject area and level as contained in Section B of this Article. Vacant positions shall be offered to employees who are on recall before the positions are posted for transfer.

Employees shall have recall rights for a period of three (3) years from the last day of the school year during which they were laid off or resigned. Employees shall provide written notice by certified mail to the Superintendent if they wish to be recalled. Such notice must be postmarked within fifteen (15) calendar days following the date of the employee's letter of resignation or the date of the employee's notice of termination of contract.

Notice of recall will be given by certified mail to the last address given to the Board by the employee. An employee must respond by certified mail postmarked within ten (10) calendar days after receipt of the notice of recall or the employee will be considered to have refused the offer of recall. The order of recall will be as follows: first, employees who resigned will be recalled in order of their resignation, and, second, employees who were laid off will be recalled in order of their termination.

E. Benefits

Any employee who is recalled shall be placed on the salary schedule at the step above the one in effect at the time of departure, plus experience in another school within the limits specified in this Agreement. Employees who are recalled will also have their sick leave benefits restored to the same level as existed at the end of the year during which they were laid off.

ARTICLE 10

TRANSFER PROCEDURES

A. Definition of Transfer

A "transfer" shall be defined to mean a movement from one job classification within the bargaining unit to another job classification within the bargaining unit, or movement from one building to another. Job classifications are set forth in Article 9(B).

B. Voluntary Transfers

If the District decides to fill a vacancy, the District may advertise the position for all applicants or may post the position for bargaining unit applicants only. If the District opens the position for all applicants, then the District may select any applicant. If the District decides to fill a vacancy from within the bargaining unit, the vacancy shall first be posted for five (5) working days, and employees who wish to apply for a transfer must make written application for transfer within said five-day period. Bargaining unit applicants who meet the posted qualifications for the position will be granted an interview.

If the District posts the position for bargaining unit applicants only and there is more than one applicant for the position, then the District will select the bargaining unit applicant who, in the judgment of the Superintendent, is most qualified for the position.

If two or more bargaining unit applicants are judged equally qualified for the position, then the most senior applicant will be awarded the position. If there is only one bargaining unit applicant for the position, then the District may award the position to the bargaining unit applicant or seek applicants from outside the bargaining unit.

C. Involuntary Transfers

An involuntary transfer is a transfer initiated by the Superintendent. The decision regarding an involuntary transfer shall be made by the Superintendent based upon the certification of the employee and the needs of the School District. At the request of the employee, a meeting between the employee and the Superintendent shall be held to discuss the transfer at which time the employee shall be given the specific written reason(s) for the involuntary transfer.

Within ten (10) calendar days from the date on which it decides to make an involuntary transfer, the District will give the affected employee written notice of an involuntary transfer.

ARTICLE 11

HEALTH AND SAFETY MATTERS

A. Physical Fitness - New Employees

All new employees who are required to provide evidence of physical fitness to perform duties assigned, including a check for tuberculosis, and shall to provide a statement from a licensed physician of the employee's choice within thirty (30) days of initial employment attesting to the employee's physical fitness. When it is not possible to secure such statement within thirty (30) days, the employee shall provide such statement as soon as possible, but not beyond sixty (60) days from initial day of employment. The cost of such examination shall rest with the employee. Each new employee shall be advised in writing of the physical fitness requirements at the time of employment.

B. Physical Fitness - Continuing Employees

All continuing employees shall present evidence of physical fitness, including a check for tuberculosis, at three-year intervals after they commence their employment with the Agency. The cost of such examination shall rest with the employee. The Board may require a subsequent examination when in its judgment such an examination is relevant to an employee's performance or status. The examining physician shall be selected by the Board, and the Board shall pay the cost of such subsequent examination.

C. Safety Matters

The Board shall endeavor to provide and to maintain a safe place of employment. All employees shall endeavor in the course of the performance of their duties associated with their employment to be alert to unsafe practices, equipment, or conditions, and to report any such unsafe practice, equipment, or conditions to their immediate supervisor.

ARTICLE 12

SENIORITY

A. Seniority Determination

Seniority shall be District-wide and shall be computed from the date of first service in the district in the bargaining unit. Layoff/staff reduction and approved leaves of absence shall not constitute a break in service. Seniority shall continue to accrue during periods of layoff/staff reduction and approved leaves of absence. If two (2) or more employees have the same seniority date, the relative order of seniority, for purposes of this Agreement, shall be determined by drawing lots. In the event that an employee is employed in the District after having performed services in the District under a sharing (28 E) agreement, that employee shall receive seniority based upon his/her first date of shared service in the District.

B. Seniority List

No later than September 30 of each school year, the Board shall post in all buildings and deliver to the Association a list showing the seniority of each employee employed by the Board and the employee's area(s) of certification. Thereafter, the Board will immediately notify the Association of any changes in said list or its contents.

Within fourteen (14) calendar days after the list is posted, an employee who disagrees with his/her seniority calculation must file a written notice with the Superintendent. If no notice is filed within fourteen (14) calendar days after the list is posted, the list will be determined to be accurate.

ARTICLE 13

DUES DEDUCTION

A. Authorization

Any employee who is a member of the Association or who has applied for membership, may sign and deliver to the Board or its designee an assignment authorizing payroll deduction of organizational dues, fees, and donations.

B. Regular Deduction

Pursuant to receipt of a proper deduction authorization, the Board shall deduct one-tenth (1/10th) of the total amount authorized from the regular salary check of the employee each for month for ten (10) months, beginning in September and ending in June.

C. Prorated Deduction

Employees who begin deduction after September shall have the total amount prorated on the basis of the remaining months of employment through June.

D. Duration

Such authorization to deduct shall continue in effect from year to year unless revoked by thirty (30) days written notice to the Board and the Association.

E. Remittance

Amounts withheld for dues or other purposes shall be remitted to the designated person, persons or company within ten (10) calendar days of the withholding.

F. Other Deductions

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, charitable donations, insurances, and other programs approved by the Board and the Association.

G. Indemnification

The Association agrees to indemnify and hold harmless the Board, each individual member of the Board and all employees of the Board against all claims, costs, suits or other liability and all court costs arising out of the application of the provisions of this Article.

ARTICLE 14
DURATION AND SIGNATURE

A. Duration

This Agreement shall be effective on July 1, 2006, and shall continue in effect until June 30, 2007.

B. Signature Clause

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

For the Board:

For the Association:

By: _____
Board President

By: _____
Association President

Date: _____

Date: _____